

SECTION XIV

CUSTOMS DUTIES, TAXES, AND SIMILAR CHARGES

14.1. Customs duties, import and export taxes, and similar charges will be administered in accordance with each Participant's respective laws and regulations. Insofar as existing national laws and regulations permit, the Participants will endeavor to ensure that such readily identifiable duties, taxes and similar charges, as well as quantitative or other restrictions on imports and exports, are not imposed in connection with work carried out under a CANUSTEP Activity.

14.2. Each Participant will use its best efforts to ensure that customs duties, import and export taxes, and similar charges are administered in a manner favorable to the efficient and economical conduct of the work. If any such duties, taxes, or similar charges are levied, the Participant in whose country they are levied will bear such costs. Any such costs will not be considered to fall under either Participant's shared costs.

SECTION XV

SETTLEMENT OF DISPUTES

15.1. Disputes between the Participants arising under or relating to this MOU or any of its PAs will be resolved only by consultation between the Participants and will not be referred to a national court, an international tribunal, or to any other person or entity for settlement.

SECTION XVI

GENERAL PROVISIONS

16.1. All activities of the Participants under this MOU will be carried out in accordance with their national laws. The responsibilities of the Participants will be subject to the availability of funds for such purposes.

16.2. All activities under the "Exchange of Notes constituting an Agreement between Canada and the United States of America concerning the test and evaluation of U.S. weapon systems in Canada" of 10 February 1983 and the "Memorandum of Understanding relating to the CANUS Test and Evaluation Program" pursuant to the Exchange of Notes between Canada and the U.S. concerning the Test and Evaluation of Weapon Systems of 10 February 1993, to include previously concluded PAs, will continue under the provisions of this MOU.

16.3. In the event of a conflict between the provisions of this MOU and any CANUSTEP PA or PET Form, this MOU will take precedence.

SECTION XVII

AMENDMENT, TERMINATION, ENTRY INTO EFFECT, AND DURATION

17.1. This MOU may be amended by the mutual written consent of the Participants. PAs to this MOU may be amended by the MAs in accordance with the Participants' respective national procedures.

17.2. This MOU may be terminated at any time by the written consent of the Participants and PAs may be terminated at any time by the written consent of the MAs in accordance with the Participants' respective national procedures. In the event the Participants consent to terminate this MOU, or the MAs decide to terminate any PA, the Participants or MAs will consult prior to the date of termination to ensure termination on the most economical and equitable terms.

17.3. Either Participant may terminate this MOU and either MA may terminate any PA upon 90 days written notice of its intent to terminate to the other Participant or MA in accordance with the Participants' respective national procedures. Such notice will be the subject of immediate consultation to decide upon the appropriate course of action to conclude the activities under this MOU or PA. In the event of such termination, the following rules apply:

17.3.1. The terminating Participant will continue participation, financial or otherwise, in all PAs subject to the notice of termination, up to the effective date of termination;

17.3.2. Except as to Contracts awarded on behalf of both Participants, each Participant will be responsible for its own project-related costs associated with termination of the Project. For Contracts awarded on behalf of both Participants, the terminating Participant will pay all Contract modification and termination costs that would not otherwise have been incurred but for the decision to terminate. However, in no event will a terminating Participant's total financial contribution, including Contract termination costs, exceed that Participant's total financial contribution for the PA being terminated;

17.3.3. All Project Information and rights therein received under the provisions of this MOU or PAs prior to termination of the MOU or its PAs will be retained by the Participants, subject to the provisions of this MOU and its PAs;

17.3.4. If requested by the other Participant, the terminating Participant may continue to administer the project Contract(s) which it awarded on behalf of the other Participant on a reimbursable basis;

17.3.5. Additional PA termination provisions consistent with this Section may be established in the PA.

17.4. The respective rights and responsibilities of the Participants regarding Section VII (Project Equipment), Section VIII (Disclosure and Use of Project Information), Section IX (Controlled Unclassified Information), Section XI (Security), Section XII (Third Party Sales and Transfers), Section XIII (Liability and Claims) and this Section XVII (Amendment, Termination, Entry Into Effect, and Duration) will continue notwithstanding termination or expiration of this MOU and any of its PAs.

17.5. This MOU, which consists of seventeen (17) Sections and three (3) Annexes, will enter into effect upon signature by both Participants and will remain in effect for fifteen (15) years unless terminated by either, or by both, Participants. This MOU will be automatically extended for successive five-year periods unless one Participant notifies the other in writing that it does not desire this MOU to be extended. All CANUSTEP Activities will terminate upon the termination or expiration of this MOU.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this MOU.

DONE. in duplicate, in the English language.

FOR THE DEPARTMENT OF DEFENSE
OF THE UNITED STATES OF AMERICA



Signature

Thomas P. Christie

Name

Director, Operational Test and Evaluation
Title

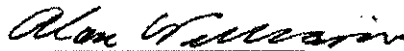
September 10, 2002

Date

Las Vegas, Nevada

Location

FOR THE DEPARTMENT OF
NATIONAL DEFENCE OF CANADA



Signature

Alan S. Williams

Name

Assistant Deputy Minister (Materiel)
Title

September 10, 2002

Date

Las Vegas, Nevada

Location

ANNEX A

MODEL RECIPROCAL USE OF TEST FACILITIES (RUTF) PROJECT ARRANGEMENT
(PA)

TO THE U.S. DOD-CANADA DND TEST AND EVALUATION PROGRAM (TEP)
COOPERATION MEMORANDUM
OF UNDERSTANDING (MOU) DATED

U.S. DOD PROJECT ARRANGEMENT NUMBER _____ *

CA DND PROJECT ARRANGEMENT NUMBER _____ *

CONCERNING (FULL DESIGNATION OF THE TEST AND TEST LOCATION)

(DATE)

**The performing Participant will assign the Project Arrangement number*

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INTRODUCTION

This Reciprocal Use of Test Facilities (RUTF) Project Arrangement (PA) is entered into pursuant to the MOU between the Department of Defense of the United States of America (U.S. DoD) and the Department of National Defence of Canada (CA DND) for Test and Evaluation Program (TEP) Cooperation of September 10, 2002. General provisions that are in the MOU are not repeated in this PA.

The Participants have determined that conducting _____ at _____ is mutually beneficial.

(RUTF PAs may involve performance of multiple test events at multiple Test Facilities over multiple years.)

SECTION I

DEFINITION OF TERMS AND ABBREVIATIONS

(Define only those terms used in this PA that have not been defined in the MOU.)

SECTION II

T&E OBJECTIVES

The T&E objectives of this _____ PA are:

- a. To determine the _____
- b. To evaluate the _____
- c. To accomplish/improve _____

SECTION III

SCOPE OF WORK

- Test Description
- a. _____ is designed to _____.
 - b. _____ is comprised of _____.

(Include any customer Participant-provided test personnel, equipment (other than Project Equipment), or other assistance in this Section and provide the applicable details in the PA.)

Test Facility Services

(Outline the tasks and services to be performed by the Test Facility.)

The following T&E Activities will be performed by _____ during a period of up to _____ days/weeks during _____.

a.

b.

c.

The following support will be provided by the Test Facility:

(For example: Technical and analytical assistance, consultation for preparation of the test plan, qualified personnel to conduct the T&E, any other specified support to customer.)

SECTION IV

ESTIMATED TEST SCHEDULE

Day/Week/Month 1:

Dates

(List of activities to occur)

Day/Week/Month 2:

Dates

(List of activities to occur)

Day/Week/Month 3:

Dates

(List of activities to occur)

The dates and duration of the test are subject to change by either Participant. The U.S. DoD and CA DND POs will keep each other informed of progress and apprise each other of potential schedule change, delay or cancellation.

The final report will be transmitted to the MAs six months before the termination date of this PA.

SECTION V

MANAGEMENT

This PA will be directed and administered on behalf of the Participants by one PO from each Participant. POs are responsible for the implementation of the provisions of the MOU and PA.

Direct liaison between the Participants' POs is authorized. Alternate POs may also be designated. The POs are:

U.S. DoD PO: Title/Position _____

Organization _____

Mail Address _____

Phone & Fax _____

E-mail _____

CA DND PO: Title/Position _____

Organization _____

Mail Address _____

Phone & Fax _____

E-mail _____

(The POs, as appropriate, may develop and agree to a test plan.)

Command, Control, Safety and Security Considerations

The performing Participant will retain command and control over all facilities, personnel, equipment and support units. All Participants will adhere to standing operating procedures regarding command, control, safety and security, except where agreed otherwise in writing. In accordance with Section XI (Security) of the MOU:

- a. The Participants are responsible for security of all publications and reference material.
- b. The performing Participant is responsible for the security of test site materials and publications.
- c. POs will coordinate security requirements prior to all classified testing.

SECTION VI

FINANCIAL PROVISIONS

The cost estimate for performance of the tasks under this PA is \$ _____. Direct and Indirect Costs will be specified in Appendix 1 (Cost Estimate) to this PA. In no event will the performing Participant exceed this cost estimate without the prior written consent of the customer Participant. If the performing Participant has reason to believe that this cost estimate will be exceeded, the performing Participant will immediately notify the customer Participant and will set forth a new cost estimate together with supporting documentation. The Participants will consult as soon as possible regarding the action to be taken in view of the revised cost estimate.

The performing Participant will submit a request for payment to the customer Participant 15 days in advance of the test requiring payment of the estimated cost. The customer Participant will review the request for payment and respond with payment no later than 5 days prior to the commencement of the test.

(The Participants may adjust the time periods as necessary for each test.)

Upon completion of the test (including submission of the final report), the performing Participant will provide a final statement of account to the customer Participant, which details the actual costs incurred and payments received from the customer Participant. After completing review of the final statement of account, the Participants will reconcile the account and make any final payments.

Requests for payment will contain the following information:

Date
PA Number
Invoice ID
Financial Manager's Contact Information
Financial Coding
Invoice Total

SECTION VII

SPECIAL DISCLOSURE AND USE OF INFORMATION PROVISIONS *(Optional)*

(Insert any special disclosure and use of information provisions needed to implement the PA.)

SECTION VIII

CLASSIFICATION

Only one of the three following possibilities must be selected:

- a. No Classified Information will be exchanged under this PA;
- b. The highest level of Classified Information exchanged under this PA is: CONFIDENTIAL; or
- c. The highest level of Classified Information exchanged under this PA is: SECRET.

SECTION IX

PRINCIPAL ORGANIZATIONS INVOLVED

(List Test Facilities and other organizations of the Participants.)

SECTION X

PROJECT EQUIPMENT TRANSFERS

NOTES:

Providing Participant	Receiving Participant	QTY	Description	Part/ Stock #	Consumables/ Non-Consumables	Approx Value

1. *Specifically identify the test article. In the event that the collaborative efforts under the PA require the provision of other Project Equipment to either Participant, then a list of such Project Equipment must be developed in general accordance with the preceding table. (Project Equipment which cannot be identified at the time of PA signature will be documented, when identified, in a list to be developed and maintained by the POs in the format at Appendix 2 to this Annex.)*

2. *If jointly acquired Project Equipment is an aspect of the collaborative efforts under the PA, then terms and conditions for the disposal of such jointly acquired Project Equipment must be included in the PA.*

SECTION XI

ENTRY INTO EFFECT, DURATION AND TERMINATION

This _____ RUTF PA, a CANUSTEP Activity under the MOU between the Department of Defense of the United States of America and the Department of National Defence of Canada, will enter into effect upon signature by the MOU Management Agents (MAs), and will remain in effect for _____ years unless terminated by either or both Participant(s) or by termination or expiration of the MOU. It may be extended by written concurrence of the signatories.

Amendments may be appended to this PA for such reasons as changes in scope, schedule or cost. POs will be responsible for negotiating and preparing amendments. MAs will approve any such amendments.

FOR THE DEPARTMENT OF DEFENSE
OF THE UNITED STATES OF AMERICA

FOR THE DEPARTMENT OF
NATIONAL DEFENCE OF CANADA

Signature

Signature

Name

Name

Title

Title

Date

Date

Location

Location

APPENDIX 1

COST ESTIMATE MODEL

COST ESTIMATE FOR THE (Name of Test)
Test Period (Insert Date)

Item	Task Description/Service	Labor	Facility Use	Materials	Travel	Total
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DIRECT COSTS

1	Test Planning					
2	Test Article Safety Inspection					
3	Test Preparation & Set Up					
4	Flight Time & Flt Support					
5	Range Firings					
6	Ground Support (Telemetry & Communications)					
7	Toxic Fumes Test					
8	Human Factors Evaluation					
9	Technical / Review Meetings					
10	Secure Storage					
11	Supplies & Materials					
12	Contingencies (Retest, Etc...)					
13	Data Analysis					
n	Report Preparation					

INDIRECT COSTS

(Indirect Costs charged to the customer Participant will be only those required by the performing Participant's laws and regulations. If certain Indirect Costs are applicable and necessary, provide an itemized breakout similar to the table above.)

U.S. DOD ID # XXXX
CA DND ID # YYYY

Note: The above table is a notional example. Cost estimate tables should be tailored to align with the requirements of particular tests.

APPENDIX 2

INVENTORY OF PROJECT EQUIPMENT TRANSFERS

<u>Nomenclature</u>	<u>Part No./</u> <u>Model No.</u>	<u>Replacement</u> <u>Value</u>	<u>Receiving</u> <u>Participant</u>	<u>Date</u> <u>Transferred</u>
---------------------	--------------------------------------	------------------------------------	--	-----------------------------------